

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION**

TAMI RANDALL AND
JASON SHOEMAKER

VERSUS

LIBERTY MUTUAL INSURANCE
COMPANY AND HAVERTY FURNITURE
COMPANIES, INC.

CIVIL ACTION NO. _____

JUDGE:

MAGISTRATE:

**NOTICE OF REMOVAL OF CIVIL ACTION
UNDER 28 U.S.C. § 1441(b) (DIVERSITY JURISDICTION)**

TO THE CLERK OF COURT:

PLEASE TAKE NOTICE that Defendants, Liberty Mutual Insurance Company and Haverty Furniture Companies, Inc., with full reservation of any and all rights, defenses, and objections, hereby give notice of the removal to this Court of the State Court Action described below, and in support state:

BACKGROUND

I

Liberty Mutual Insurance Company and Haverty Furniture Companies, Inc., were named in a civil action that was commenced on February 7, 2022, in the 1st Judicial District Court for the Parish of Caddo, State of Louisiana, entitled “*Tami Randall and Jason Shoemaker versus Liberty Mutual Insurance Company and Haverty Furniture Companies, Inc.*,” bearing docket number 635128, Division “A.”

II

The United States District Court for the Western District of Louisiana is the federal judicial district embracing the 1st Judicial District Court for the Parish of Caddo, where the suit was originally filed. Venue, therefore, is proper in this district under 28 U.S.C. § 1441(a).

III

This Court has original jurisdiction pursuant to 28 U.S.C. § 1332(a). Removal of this action to this Court is proper pursuant to 28 U.S.C. § 1441.

IV

Defendants are filing herewith as Exhibit “A,” the Citation and Petition for Damages. Copies of all process, pleadings, notices and orders filed in the state court proceeding have been requested and Defendants will supplement the record upon receipt.

V

Tami Randall alleges in her Petition for Damages that on or about December 17, 2021, she was a patron of Haverty Furniture Companies, Inc., located at 1744 E. 70th Street in Shreveport, Louisiana. Plaintiff alleges that she tripped over a rug that was on the showroom floor of Haverty Furniture Companies, Inc., causing her injury. Petition, at ¶¶ II–IV.

VI

Plaintiffs further claims that sole and proximate cause of Tami Randall’s damages was the negligence of Haverty Furniture Companies, Inc. Petition, at ¶¶ V–VII.

V

Plaintiff asserts that Liberty Mutual issued a policy of insurance in favor of Haverty Furniture Companies, Inc. Petition, at ¶ XI.

VI

Plaintiffs, Tami Randall and Jason Shoemaker, allege that they were married at all times relevant hereto. Jason Shoemaker alleges loss of consortium damages. Petition, at ¶¶ IX-X.

DIVERSITY OF CITIZENSHIP

VII

Pursuant to 28 U.S.C. § 1332, this Court has jurisdiction over this matter based upon diversity of citizenship.

VIII

As pleaded, Plaintiffs, Tami Randall and Jason Shoemaker, are and were citizens of the State of Louisiana both at the time of filing of this suit and at the time of removal.

IX

Defendant, Haverty Furniture Companies, Inc., is a foreign corporation, incorporated under the laws of Maryland, with its principal place of business in the state of Georgia.

X

Defendant, Liberty Mutual Insurance Company, is a foreign insurance company, incorporated under the laws of Massachusetts, with its principal place of business in the state of Massachusetts.

XI

Plaintiffs are citizens of Louisiana. Defendants are citizens of Maryland, Georgia, and Massachusetts. As such, complete diversity exists.

AMOUNT IN CONTROVERSY

XII

The \$75,000.00 amount in controversy requirement of 28 U.S.C. § 1332 is satisfied in this case as the Petition for Damages affirmatively reveals on its face that the Plaintiffs are seeking

damages in excess of the minimum jurisdictional amount of the federal court. The following allegation is set forth in the Petition for Damages: “Petitioners shows that this case involves damages which exceed \$75,000.00, exclusive of legal interest and court costs.” Petition, at ¶ XII. Thus, it is readily apparent from the face of the Petition for Damages that Plaintiffs’ damages, if proven, exceed the sum of \$75,000.00. Further, Tami Randall’s response to Request for Admission confirms that the damages claimed in this matter exceed \$75,000.00, exclusive of interest and costs.¹

REMOVAL IS TIMELY

XIII

Defendant Haverty Furniture Companies, Inc., was served with the Petition for Damages on February 17, 2022. Defendant Liberty Mutual Insurance Company was also served with the Petition for Damages on February 17, 2022.

XIV

Accordingly, this Notice is timely filed within thirty (30) days after receipt of service or notice on the last served defendant and it is filed within one (1) year of the filing of the Petition for Damages in compliance with 28 U.S.C. § 1446(b).

XV

Promptly after the filing of this Notice of Removal to the United States District Court for the Western District of Louisiana, a copy of this Notice will be filed with the Clerk of aforesaid state court to effect the removal of this civil action to the United States District Court, Western District of Louisiana as provided by law.

¹ See Response to Request for Admission attached as Exhibit B. The Court can exercise supplemental jurisdiction over the spouse’s loss of consortium claim. *Contario v. Ball*, 17-cv-0675 (W.D. La. 2017) citing *Daigle v. Borden Chemical, Inc.*, 2003 WL 22671726, *3 (E.D. La. 2003).

WHEREFORE, the above premises considered, Defendants, Liberty Mutual Insurance Company and Haverty Furniture Companies, Inc., pray that Civil Docket No. 635128, Division A, pending in the 1st Judicial District Court for the Parish of Caddo, State of Louisiana, be removed to this Court for trial and determination; and that Defendants have all additional and further relief to which they may be entitled.

Respectfully Submitted:

**DUPLASS, ZWAIN, BOURGEOIS,
PFISTER, WEINSTOCK, & BOGART**

s/ Peter M. Gahagan

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Companies, Inc.***

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading has been filed on this __17__ day of March 2022, through the Court's CM/ECF system which will serve a copy upon all known counsel of record.

s/ Peter M. Gahagan